

EXXON COMPANY, U.S.A.

Marketing Department
P.O. Box 2180
Houston, Texas 77252

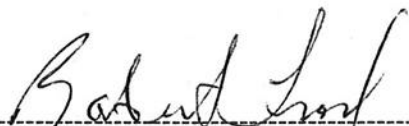
ORIGINAL

July 1, 1993

Environmental Protection Agency Region III
Facility Response Plan Coordinator (3HW34)
Oil and Title III Section
841 Chestnut Street
Philadelphia, PA 19107

Re: FRP-03A-0078 PA FRP 079

I certify on behalf of Exxon's Tuckerton, PA terminal that the owner or operator of Exxon's Tuckerton, PA terminal has ensured by contract or other approved means the availability of private personnel and equipment necessary to respond to the maximum extent practicable to the worst case discharge, or the threat of the worst case discharge, as defined in the oil spill response plan for this facility submitted on or before February 18, 1993.



Robert Frost
Terminal Superintendent

EXXON COMPANY USA TUCKERTON, PA TERMINAL
4030 Pottsville Pike
Reading, PA 19605



EXXON CORPORATION

P.O. BOX 4415
HOUSTON, TEXAS 77210-4415

MARKETING DEPARTMENT
DISTRIBUTION HEADQUARTERS

LINDA MOBLEY

July 6, 1993

Environmental Protection Agency Region III
Facility Response Plan Coordinator (3HW34)
Oil and Title III Section
841 Chestnut Street
Philadelphia, PA 19107

Attn: Ms. Linda Ziegler

Re: Baltimore Terminal	FRP-03A-0152
Newington Terminal	FRP-03A-0237
Philadelphia Terminal	FRP-03A-0070
<u>Tuckerton Terminal</u>	<u>FRP-03A-0078</u>

PA FRP 079

Dear Ms. Ziegler:

Attached are letters of certification for Exxon's Marketing Terminals referenced above. Please note that these four terminals have contracted with Clean Harbors to provide personnel and equipment necessary to respond to the maximum extent practicable to the worst case discharge, as defined in their OPA-90 plans.

As we agreed in our phone conversation, I have enclosed the first page, signature page, list of Exxon facilities covered by the contract, and a list of the contractor's participating locations from the contract.

If you have any questions or need additional information, please do not hesitate to contact me at 713-656-6571.

Sincerely,



Linda C. Mobley
Marketing OPA Coordinator



EXXON PROPRIETARY

EXXON COMPANY, U.S.A.

POST OFFICE BOX 4552 • HOUSTON, TEXAS 77210-4552

MATERIALS & SERVICES DEPARTMENT
DOWNSTREAM PURCHASING

FRED B. DAVENPORT, JR.
MANAGER

Contract No.:

ELIRT Response - ELRT05522ZEEEEEE

Non-ELIRT Response - ELRT05522Z99999

(See Article 3.C. for details)

Charge No.: Various

CONTRACT FOR WORK AND SERVICES

This Agreement (hereinafter referred to as "Contract") is entered into this 21st day of June, 1993 by and between Exxon Company, U.S.A. (a division of Exxon Corporation), whose address for purposes hereof is P. O. Box 4552, Houston, Texas 77210-4552, for its benefit and the benefit of all the divisions and affiliates of Exxon Corporation (each such division and affiliate rendered service hereunder being hereinafter referred to as "Exxon"), and Clean Harbors Environmental Services, Inc., whose address for purposes hereof is: 1200 Crown Colony Drive, Quincy, MA 02269-9137, (hereinafter referred to as "Contractor"):

WITNESSETH: That in consideration of the covenants and agreements set out herein and the payments provided for herein, Exxon and Contractor agree as follows:

1. DESCRIPTION OF SERVICES

A. Scope

Contractor agrees to provide all necessary supervision, personnel, crews, tools, equipment (furnished and maintained at Contractor's expense), materials (except as hereinafter provided), and support facilities when and as requested by Exxon to properly perform the following described services (hereinafter referred to as "Services" or "Work"):

- Perform Spill Cleanup Work in accordance with OPA 90 requirements and Other Emergency Type Work as requested and authorized by Exxon

B. Specifications and Assignments

- 1) Services performed under this Contract shall be in accordance with the provisions of the following Specifications and Exhibits listed below which are attached hereto and made a part of this Contract and/or specific Releases as may be made pursuant to Article 1.B.(2):

<u>Designation</u>	<u>Title</u>	<u>Date</u>
Exhibit A	Labor Rate Schedule	6/1/93
Exhibit B	Equipment Rate Schedule	6/1/93

Exxon or Exxon's Authorized Representative arising under, growing out of, or by reason of Services with respect to such alleged violation or violation of Law whether brought by employees of Contractor or its subcontractors, by third parties, or by any governmental authority.

28. ATTORNEY'S FEES

Should it become necessary for either party to engage in legal proceedings for the purposes of resisting, adjusting and compromising any claims or demands arising out of the subject matter of this agreement, or for the purposes of enforcing this agreement or recovering damages sustained by either party due to breach of the agreement by the other party, the prevailing party will be entitled to reimbursement from the other party for costs, attorneys' fees and any other reasonable expenses incurred in connection with such legal proceedings.

29. HEADINGS

The Article headings of this Contract are for the convenience of the parties only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions of this Contract.

30. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements related to this Contract, either written or oral, including Exxon's invitation for proposals and Contractor's proposals, except to the extent they are expressly incorporated herein. No changes, alterations, or modifications to this agreement shall be effective unless in writing and signed by the parties hereto.

In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

By the signature of duly authorized representatives below, the parties hereto have executed this Contract in duplicate originals as of the day and year first above written.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

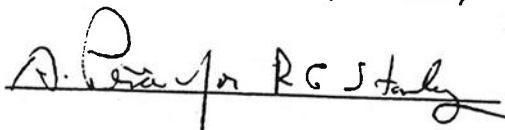
EXXON COMPANY, U.S.A.
(a division of Exxon Corporation)

By


(Name and Title)

Benjamin J. Santacroce
Vice President

By:



cc: Linda Mobley - CCB2763

wm/05522

EXHIBIT C
LIST OF EXXON FACILITIES

CONTRACT NO:
ELIRT Response - ELRT 05522-Z-EEEEEE
Non-ELIRT Response - ELRT 05522-Z-99999
EFFECTIVE DATE: June 1, 1993

When requested, Contractor will provide Spill Response Services to the following Exxon Facilities. This list in no way prohibits any other Exxon facilities from requesting services.

BALTIMORE TERMINAL #2009

D. W. Sheppard, Supt. * *
3801 Boston Street
P. O. Box 5197
Baltimore, Maryland 21221
PHONE: (410) 563-5165
FAX: (410) 563-5130

CHESAPEAKE TERMINAL #2425

G. E. Day, Supt. *
4115 Buell Street
Chesapeake, Virginia 23324
PHONE: (804) 494-0462
FAX: (804) 494-0460

EVERETT TERMINAL

R. B. Pierce, Supt.
52 Beacham Street
Everett, Ma 02149
PHONE: (617) 381-2802
FAX: (617) 381-2835

NEVILLE ISLAND TERMINAL #2035

J. J. Nogier, Supt. *
2760 Neville Road
P. O. Box 9341
Pittsburgh, Pennsylvania 15225
PHONE: (412) 778-3578
FAX: (412) 778-3556

NEW HAVEN TERMINAL #3016

Ray Eustace, Supt.
481 East Shore Parkway
New Haven, Connecticut 06512
PHONE: (203) 468-4001
FAX: (203) 468-4015

NEWINGTON TERMINAL #2036

J. W. Tumblin, Supt. * *
8200 Terminal Road 22122
P. O. Box 430 22150
Springfield, Virginia
PHONE: (703) 550-3513
FAX: (703) 550-3535

PHILADELPHIA TERMINAL #2030

Don Martin, Supt. * *
6850 Essington Ave.
Philadelphia, Pennsylvania 19153
PHONE: (215) 937-6404
FAX: (215) 937-6420

PITTSBURGH PLANT

3301 Railroad Street *
Pittsburgh, PA 15201
PHONE: (412) 622-6008
FAX: (412) 622-6018

RICHMOND TERMINAL #2339

S. S. Farmer, F. E. *
W. H. Bayes, Supt.
2000 Trenton Avenue
P. O. Box 34935
Richmond, Virginia 23234
PHONE: (804) 743-5733
FAX: (804) 743-5788

ROANOKE TERMINAL #2141

R. A. Brown, Supt. *
835 Hollins Road N. E.
Roanoke, Virginia 24012-8034
PHONE: (703) 982-3515
PHONE: (703) 982-3516
FAX: (703) 345-1154

TUCKERTON TERMINAL #2046

Bob Frost, Supt. * *
4030 Pottsville Pike
Reading, Pennsylvania 19605
PHONE: (215) 937-6403
FAX: (215) 921-1206

MIDWEST TERMINAL #5267

R. M. Schicktan
24420 West Durkee Road
Channahon, Illinois 60410
PHONE: (815) 423-2500
FAX: (815) 423-2525

* in Region III but have a different (other than Clear Harbor) primary spill response contractor

EXHIBIT D
CONTRACTOR'S PARTICIPATING LOCATIONS

CONTRACT NO:

ELIRT Response - ELRT 05522-Z-EEEEEE

Non-ELIRT Response - ELRT 05522-Z-99999

EFFECTIVE DATE: June 1, 1993

Albany, NY	(518) 434-0149
Baltimore, MD	(410) 685-3910
Bangor, ME	(207) 848-2800
Boston, MA	(617) 269-5830
Chicago, IL	(312) 646-6202
Cincinnati, OH	(513) 874-5888
Cleveland, OH	(216) 429-2401
Hooksett, NH	(603) 644-3633
Metro Philadelphia	(609) 589-5000
Metro NYC	(908) 248-1997
New Britain, CT	(203) 224-7600
Pittsburgh, PA	(412) 444-4244
Providence, RI	(401) 461-1300
Richmond, VA	(804) 354-0862
So. Portland, ME	(207) 799-8111
Shrewsbury, MA	(508) 842-0100
Syracuse, NY	(315) 463-1349